

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325333

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination of Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		04/05/2011	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Shine Limited
Street Address:	109 Regents Park Road
Internal Address:	Primrose Studios
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	NW1 8UR
Entity Type:	CORPORATION: UNITED KINGDOM
Name:	Kudos Film & Television Limited
Street Address:	109 Regents Park Road
Internal Address:	Primrose Studios
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	NW1 8UR
Entity Type:	CORPORATION: UNITED KINGDOM
Name:	Reveille LLC
Street Address:	1741 Ivar Avenue
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90028
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	78970467	MY GAMES FEVER
Registration Number:	3250414	HEX
Serial Number:	76315960	SHINE
Serial Number:	77164767	KUDOS
Serial Number:	77164781	MI5

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77164789	HUSTLE
Serial Number:	77164773	LIFE ON MARS
Registration Number:	3477971	THE BIGGEST LOSER
Registration Number:	3509926	THE BIGGEST LOSER
Registration Number:	3644948	THE BIGGEST LOSER
Registration Number:	3624682	THE BIGGEST LOSER
Registration Number:	3573962	THE BIGGEST LOSER
Registration Number:	3406678	THE BIGGEST LOSER
Registration Number:	3074579	THE BIGGEST LOSER
Registration Number:	4023119	THE BIGGEST LOSER
Registration Number:	4139380	THE BIGGEST LOSER
Serial Number:	76669762	ADFIGHT
Serial Number:	77283809	MY DAD IS BETTER THAN YOUR DAD
Serial Number:	77283772	MY MOM IS BETTER THAN YOUR MOM
Registration Number:	3315099	NASHVILLE STAR
Registration Number:	2896299	REVEILLE
Registration Number:	2419897	REVEILLE
Serial Number:	78617465	THE BIGGEST LOSER
Registration Number:	3319941	THE BIGGEST LOSER
Serial Number:	78617194	THE BIGGEST LOSER

CORRESPONDENCE DATA

Fax Number: 2134306407

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (213) 430-8308

Email: sgordon@omm.com

Correspondent Name: Shari L. Gordon

Address Line 1: 400 S. Hope Street

Address Line 2: 18th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071-2899

ATTORNEY DOCKET NUMBER:	786,448-7
NAME OF SUBMITTER:	Shari L. Gordon
SIGNATURE:	/Shari L. Gordon/
DATE SIGNED:	12/05/2014

Total Attachments: 14

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TRADEMARK

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TERMINATION OF TRADEMARK SECURITY AGREEMENT

This TERMINATION is executed as of April 5, 2011 by JPMorgan Chase Bank, N.A., as administrative agent for the Lenders (in its capacity as such, the “Administrative Agent”), with reference hereby made to that certain Amended and Restated Credit and Guaranty Agreement dated as of February 13, 2008, as amended and restated as of April 28, 2009, as amended by Amendment No. 1 dated as of December 7, 2010 (as the same may have been further amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), among Shine Limited (the “Borrower”), the Guarantors referred to therein (the “Guarantors”), the Lenders referred to therein (the “Lenders”), the Administrative Agent, JPMorgan Chase Bank, N.A. as issuing bank (in such capacity, the “Issuing Bank”) and J.P. Morgan Europe Limited as sterling agent (the “Sterling Agent”).

WHEREAS, pursuant to the Credit Agreement, certain of the Guarantors (the Borrower and such Guarantors being collectively referred to as the “Pledgors”, and individually as a “Pledgor”) executed and delivered to the Administrative Agent (for the benefit of itself, the Sterling Agent, the Issuing Bank and the Lenders) the Trademark Security Agreement between the Pledgors and the Administrative Agent, dated as of February 13, 2008 (as supplemented by that certain Supplement No. 1 to the Trademark Security Agreement dated as of April 20, 2009, that certain Supplement to the Trademark Security Agreement dated as of February 10, 2010 and that certain Supplement to the Trademark Security Agreement dated as of February 10, 2010, as the same may have been further amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Trademark Security Agreement”);

WHEREAS, pursuant to the terms of the Security Agreement dated as of February 13, 2008 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Security Agreement”) between, among others, the Guarantors party thereto and the Administrative Agent, the Pledgors granted to the Administrative Agent (for the benefit of itself, the Sterling Agent, the Issuing Bank and the Lenders) a security interest in and to all personal property of the Pledgors, including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors’ Trademarks and Trademark licenses to secure the payment and performance of the Obligations (as such term is defined in the Credit Agreement);

WHEREAS, pursuant the Credit Agreement, the Security Agreement and the Trademark Security Agreement, each of the Pledgors granted to the Administrative Agent (for the benefit of itself, the Sterling Agent, the Issuing Bank and the Lenders), as security for the Obligations or for its obligations under and in connection with its guaranty of the Obligations pursuant to the Credit Agreement, as applicable, a continuing security interest in all of such Pledgor’s right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 003735, Frame 0693, on March 10, 2008;

WHEREAS, all Commitments under the Credit Agreement have terminated, Obligations due and owing under the Credit Agreement have been indefeasibly paid in full and no outstanding Obligations remain due and owing and all Letters of Credit have expired or been terminated or cancelled; and

WHEREAS, the Administrative Agent now desires to release and terminate the entirety of its lien upon and security interest in and to the Trademark Collateral and terminate the Trademark Security Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, the Administrative Agent, for the benefit of itself, the Sterling Agent, the Issuing Bank and the Lenders, hereby:

- (a) terminates the Trademark Security Agreement;
- (b) releases, without recourse, all of its liens upon and security interests in all of the right, title and interest of any Pledgor in, to and under the Trademark Collateral, including the trademark and service mark registrations and applications listed on Schedule A attached hereto (or any security interest in) the Trademark Collateral and/or any goodwill associated with any of the Trademark Collateral, including the trademark and service mark registrations and applications listed on Schedule A attached hereto; and
- (c) to the extent the Administrative Agent shall be deemed to have any right, title or interest in, to or under the Trademark Collateral, without representation or warranty, retransfers and reassigns to the relevant Pledgor(s) all of such right, title and interest solely with respect to any such Trademark Collateral.

Capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Credit Agreement.


This Termination shall be governed by, and construed in accordance with, the laws of the State of New York and shall relate solely to the Trademark Security Agreement.

The Administrative Agent authorizes the recordation of this Termination with the United States Patent and Trademark Office.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Termination of Trademark Security Agreement to be executed by its duly authorized officer as of the date first written above.

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Patrick J. Minnick
Title: Vice President

Signature Page to Termination of Trademark Security Agreement

TRADEMARK
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Schedule A

Trademark and Service Mark Registrations and Applications

Shine Limited Trademark Report

Trade Mark	Territories	Status	Registration Date	Application Number	Classes
MY GAMES FEVER	US Federal	Published (Pending)	8 September 2006	78970467	41 (Education and entertainment services)
HEX	US Federal	Registered	7 October 2004	3250414	9 (Electrical and scientific apparatus) 41 (Education and entertainment services)
SHINE	US Federal	Registered	21 September 2001	76315960	35 (Advertising and business services) 41 (Education and entertainment services) 42 (Scientific and technological services)
...WITH MUM AND DAD	UK	Examined (Pending)	Application Date - 13 July 2007	2461313	9 (Electrical and scientific apparatus) 16 (Paper goods and printed matter) 41 (Education and entertainment services)
PROJECT CATWALK (IMAGE MARK)	UK	Registered	2 June 2006	2408601	41 (Education and entertainment services)

THE UNOFFICIAL TV COMPANY	UK	Registered	26 March 2004	2345007	9 (Electrical and scientific apparatus) 41 (Education and entertainment services)
SPEND IT LIKE	UK	Registered	23 May 2003	2316270	41 (Education and entertainment services)

Trade Mark	Territories	Status	Registration Date	Application Number	Classes
SHINE	UK	Registered	12 July 2002	2265022	41 (Education and entertainment services) 42 (Scientific and technological services)
MASTER CHEF	UK	Registered	13 March 1998	2118654	21 (Housewares and glass)
CLASSICAL STAR HEX	UK	Pending	18 January 2008	2477393	9, 41
	CTM	Registered	18 July 2005	3766086	9 (Electrical and scientific apparatus) 16 (Paper goods and printed matter) 41 (Education and entertainment services)
SHINE	CTM	Registered	4 April 2003	2512390	9 (Electrical and scientific apparatus) 41 (Education and entertainment services) 42 (Scientific and technological services)

Princess Productions Limited Trademark Report

Trade Mark	Territories	Status	Registration Date	Application Number	Classes
LAST MAN STANDING	UK	Registered	18 January 2002	2276507	41 (Education and entertainment services)
MUM'S THE WORD (IMAGE MARK)	UK	Registered	27 October 2000	2209823	41 (Education and entertainment services)
SHOW ME THE MONEY	UK	Registered	17 November 2000	2209824	41 (Education and entertainment services)
MOTHER KNOWS BEST	UK	Registered	27 October 2000	2209832	41 (Education and entertainment services)

Kudos Film and Television Limited Trademark Report

Trade Mark	Territories	Status	Registration Date	Application Number	Classes
KUDOS	US	Pending	Filed - 24 April 2007	77164767	9 (Electrical and scientific apparatus) 38 (Communication services) 41 (Education and entertainment services)
MI5	US	Pending	Filed - 24 April 2007	77164781	9 (Electrical and scientific apparatus) 16 (Paper goods and printed matter) 38 (Communication services) 41 (Education and entertainment services)

HUSTLE	US	Pending	Filed - 24 April 2007	77164789	9 (Electrical and scientific apparatus) 16 (Paper goods and printed matter) 28 (Toys and sporting goods) 38 (Communication services) 41 (Education and entertainment services)
LIFE ON MARS	US	Pending	Filed - 24 April 2007	77164773	9 (Electrical and scientific apparatus) 16 (Paper goods and printed matter) 25 (Clothing) 28 (Toys and sporting goods) 38 (Communication services) 41 (Education and entertainment services)
HUSTLE	CTM	Pending	24 October 2006	5412739	9 (Electrical and scientific apparatus) 16 (Paper goods and printed matter) 28 (Toys and sporting goods) 38 (Communication services) 41 (Education and entertainment services)

Trade Mark	Territories	Status	Registration Date	Application Number	Classes
LIFE ON MARS	CTM	Pending	24 October 2006	5412796	9 (Electrical and scientific apparatus) 16 (Paper goods and printed matter) 25 (Clothing) 28 (Toys and sporting goods) 38 (Communication services) 41 (Education and entertainment services)
MI5	CTM	Pending (application opposed)	24 October 2006	5412861	9 (Electrical and scientific apparatus) 16 (Paper goods and printed matter) 38 (Communication services) 41 (Education and entertainment services)
KUDOS	CTM	Pending	24 October 2006	5412382	9 (Electrical and scientific apparatus) 38 (Communication services) 41 (Education and entertainment services)

THE AMAZING MRS PRITCHARD	CTM	Pending	24 October 2006	5412978	9 (Electrical and scientific apparatus) 38 (Communication services) 41 (Education and entertainment services)
SPOOKS	CTM	Pending (application opposed)	24 October 2006	5412572	(Electrical and scientific apparatus) 16 (Paper goods and printed matter) 28 (Toys and sporting goods) 38 (Communication services) 41 (Education and entertainment services)

Reveille LLC Trademarks

MARK	JURISDICTION	STATUS
<i>Various marks – see Trademark Status Report below</i>		
Reveille	Australia	Application pending
Reveille	Canada	Application pending
Reveille	People's Republic of China	Application pending
Reveille	EU	Application pending
Reveille	Hong Kong	Application pending
Reveille	Korea	Application pending
Reveille	Japan	Application pending
Reveille	New Zealand	Application pending
Reveille	U.S.	Issued to Universal TV Distribution Holdings LLC on October 19, 2004; assigned to Reveille 1 on May 17, 2006
Reveille	Taiwan	Application pending

Mark	Territories	Status	Registration Date	Registration Number	Classes
THE BIGGEST LOSER THE BIGGEST LOSER	US	Registered	29-JUL-2008	3477971	9, 41, 43, 44
THE BIGGEST LOSER THE BIGGEST LOSER	US	Registered	30-SEP-2008	3509926	29
THE BIGGEST LOSER THE BIGGEST LOSER	US	Registered	23-JUN-2009	3644948	28
THE BIGGEST LOSER THE BIGGEST LOSER	US	Registered	19-MAY-2009	3624682	25
THE BIGGEST LOSER THE BIGGEST LOSER	US	Registered	10-FEB-2009	3573962	16
THE BIGGEST LOSER THE BIGGEST LOSER	US	Registered	01-APR-2008	3406678	9

Mark	Territories	Status	Registration Date	Registration Number	Classes
THE BIGGEST LOSER THE BIGGEST LOSER	US	Registered	28-MAR-2006	3074579	41
THE BIGGEST LOSER THE BIGGEST LOSER	US	Registered	06-SEP-2011	4023119	41
THE BIGGEST LOSER THE BIGGEST LOSER	US	Registered	08-MAY-2012	4139380	35
MY DAD IS BETTER THAN YOUR DAD	Australia	Registered	19-MAR-2008	967273	41 Int.
MY DAD IS BETTER THAN YOUR DAD	Canada	PENDING	19-MAR-2008	1388102	41 Int.
MY DAD IS BETTER THAN YOUR DAD	European	Registered	19-MAR-2008	967273	41 Int.
MY DAD IS BETTER THAN YOUR DAD	Int'l Registration - Madrid Protocol Only	Registered	19-MAR-2008	967273	41 Int.
MY DAD IS BETTER THAN YOUR DAD	New Zealand	Pending	25-MAR-2008	786383	41 Int.
MY DAD IS BETTER THAN YOUR DAD	South Africa	Pending	25-MAR-2008	2008/06526	41 Int.

Reveille LLC Trademark Status Report*

Trademark	Status Case Number/ SubCase	App Number/ Reg Number	App Date Reg Date	Client Ref Number Next Action(s)	Due Dates
ADFIGHT Country: United States of America Classes: 41 Int.	Published 790093-216/	76/669762	30-Nov-2006		
MY DAD IS BETTER THAN YOUR DAD Country: United States of America Classes: 41 Int.	Registered 790093-215;	77/283809	19-Sep-2007 9-June 2009	Foreign Filing	19-Mar-2008
MY MOM IS BETTER THAN YOUR MOM Country: United States of America Classes: 41 Int.	Pending 790093-214/	77/283772	19-Sep-2007	Foreign Filing	19-Mar-2008
NASHVILLE STAR Country: United States of America Classes: 41 Int.	Registered 790093-201/	76/630630 3315099	08-Feb-2005 23-Oct-2007	Aff of Use - 6 Year Aff of Use - Grace Period First Renewal First Renew - Grace Period	23-Oct-2013 23-Apr-2014 23-Oct-2017 23-Apr-2018

Trademark	Status Case Number/ SubCase	App Number/ Reg Number	App Date Reg Date	Client Ref Number Next Action(s)	Due Dates
REVEILLE Country: United States of America Classes: 41 Int.	Registered 790093-212/	78/115267 2896299	15-Mar-2002 19-Oct-2004	Aff of Use - 6 Year Aff of Use - Grace Period First Renewal First Renew - Grace Period	19-Oct-2010 19-Apr-2011 19-Oct-2014 19-Apr-2015
REVEILLE Country: United States of America Classes: 41 Int.	Abandoned 790093-213/	75/630515 2419897	29-Jan-1999 09-Jan-2001		
THE BIGGEST LOSER Country: United States of America Classes: 30 Int.	Allowed 790093-202/	78/617465	26-Apr-2005	Statement of Use 3rd Extension Statement of Use 4th Extension Statement of Use 5th Extension Statement of Use Final	30-Apr-2008 31-Oct-2008 30-Apr-2009 31-Oct-2009
THE BIGGEST LOSER Country: United States of America Classes: 06 Int.	Registered 7890093-208/	78/617006 3319941	26-Apr-2005 23-Oct-2007	Aff of Use - 6 Year Aff of Use - Grace Period First Renewal First Renew - Grace Period	23-Oct-2013 23-Apr-2014 23-Oct-2017 23-Apr-2018
THE BIGGEST LOSER Country: United States of America Classes: 21 Int.	Allowed 790093-209/	78/617194	26-Apr-2005	Statement of Use 4th Extension Statement of Use 5th Extension Statement of Use Final	11-Apr-2008 11-Oct-2008 11-Apr-2009

*(Status Report dated December 28, 2007)

Trademark	App Number/ Reg Number	App Date Reg Date
REVEILLE Country: United States of America Classes: 41 Int.	TMA745615	18 August 2009
REVEILLE Country: China Classes: 41 Int.		Pending